

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 10/10/2013

Action Requested By:  
EMA

Agenda Item Type  
Resolution

Subject Matter:

Acceptance of a grant from Alabama Department of Public Health

Exact Wording for the Agenda:

Authorizing the Mayor to accept a grant form Alabama Department of public Health.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This will provide funding for the support of the Strategic National Stockpile program. No match required.

Associated Cost: 10000.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/30/2013

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA

Council Meeting Date: 10/10/2013

Department Contact: Bill Sizemore

Phone # 5130

Contract or Agreement: 14 SNS

Document Name: Grant between the Alabama Department of Public Health and Huntsville-Madison cou...

City Obligation Amount: 10000

Total Project Budget: 10000

Uncommitted Account Balance:

Account Number: 01-5266-xxxx-~~1313~~

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>State Other</u>	Grant Name:
<u>3EMA</u>	<u></u>

Department	Signature	Date
1) Originating		<u>9/30/13</u>
2) Legal		<u>10/3/13</u>
3) Finance 		<u>10/7</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-\_\_\_\_\_**

**BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the Alabama Department of Public Health on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Grant between the Alabama Department of Public Health and the Madison County Emergency Management Agency." consisting of a total of eleven (11) pages, and the date of October 10, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 10th day of October, 2013.

\_\_\_\_\_  
President of the City Council of  
The City of Huntsville, Alabama

**APPROVED** this the 10th day of October, 2013.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama



STATE OF ALABAMA DEPARTMENT OF  
**PUBLIC HEALTH**

Donald E. Williamson, MD  
State Health Officer  
August 30, 2013

Rusty Russell  
Director  
Huntsville-Madison County Emergency Management Agency  
320 Fountain Circle  
Huntsville, AL 35204

Reference: Grant No. CEP-31-PV4-14 (C30117301)

Dear Mr. Russell:

Enclosed please find an original and one duplicate copy of the grant with the Alabama Department of Public Health. This grant in the amount of \$10,000.00 is effective August 1, 2013. Payment for services provided will be made upon execution of this agreement as described in **Section 1, Payment to Sub-Grantee.**

Upon review of the agreement, if there are no questions, please enter the appropriate approval signature on the signature page of each document and return them at the earliest date. A fully executed copy will be returned to you upon final approval by representatives of the Alabama Department of Public Health and others as required. Please indicate if your agency requires original signatures on your copy of the executed agreement.

If you have questions you can reach me by telephone at (334)206-5829.

Return documents to Suretta Davis' attention at the address shown below:

Alabama Department of Public Health  
Center for Emergency Preparedness  
The RSA Tower, Suite 1310  
201 Monroe Street  
Montgomery, Alabama 36104

Your concern for the safety and welfare of our citizens and your willingness to assist in preparation for emergencies is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Monica Sewell-Watts".

Monica Sewell-Watts  
Business Manager  
Center for Emergency Preparedness

MSW/sd  
Enclosure



**GRANT  
BETWEEN  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND  
HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter, the “**Department**”, and **Huntsville-Madison County Emergency Management Agency**, hereinafter “**Sub-Recipient**”, is effective August 1, 2013 and terminates April 30, 2014.

WHEREAS, the purpose of this Grant is to strengthen the State's Strategic National Stockpile, hereinafter “**SNS**,” Program and preparedness efforts in responding to acts of bioterrorism and other emergencies that threaten the public's health; and

WHEREAS, funding for activities performed under this Grant were provided by the Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement from the Center for Disease Control and Prevention, CFDA # 93.069, Public Health Emergency Preparedness, Grant # 5U90TP000500-02, for Grant budget period 07/1/2013-06/30/2014. The program was authorized through the following legislations: Public Health Service Act Sections 301, 307, 311, 317, and 319C-2, Law 108-111, Public law 109-417, U.S.C. 247d-3; and

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

1. Reimburse Sub-Recipient for items pertinent to the Regional Distribution Site, hereinafter “**RDS**,” and County Staging Areas, hereinafter “**CSA**,” within Public Health Area 2, hereinafter “**PHA 2**”.
2. Issue payment in the amount of \$10,000.00.

The Sub-Recipient shall:

1. In conjunction with the PHA 2 Emergency Preparedness, hereinafter “**EP**,” Coordinator, conduct quarterly planning meetings with all PHA 2 counties to discuss and plan for SNS activities. Minutes, agendas, supporting email documentation and sign-in sheets of said meetings are to be submitted to the

SNS and/or Cities Readiness Initiatives, hereinafter "CRI," Coordinator(s) or designee at least quarterly and as requested.

2. In conjunction with the PHA 2 EP Coordinator, ensure the RDS has a current, valid, and operational SNS Plan that has been developed from the SNS Plan that has been released by the State SNS Program in CEMPlanner. The plan must be reviewed and signed off on by the EP Coordinator and all agencies that are involved in the execution of the plan by the date of the State SNS Technical Assistance Review, hereinafter "TAR."
3. Provide a portion of this funding to county Emergency Management Agencies, hereinafter "EMAs," within PHA 2 so they will be able to respond to SNS events and develop and maintain CSAs. This includes ensuring each County in the Area has designated a CSA and a local SNS CSA Plan that has been uploaded into CEMPlanner and has been reviewed and signed off on by the EP Coordinator and all entities that are involved in the execution of the SNS plan.
4. Conduct or attend at least one RDS training session annually and provide documentation (i.e. training material, sign-in sheets, etc.).
5. Maintain RDS via purchase of SNS operational materials as needed and provide purchases to EP Coordinator for the purposes of Sub-Recipient monitoring, as requested.
6. Have at least one RDS representative participate in quarterly Alabama Department of Public Health/Alabama Emergency Management Agency, hereinafter "ADPH/AEMA," meetings held at ADPH in Montgomery in person or via conference call.
7. Supply to the State SNS Coordinator or designee copies of all written agreements, such as MOA's, MOU's, or contracts between PHA 2 the EMAs and any other organization related to the RDS function.
8. Supply to the State SNS Coordinator copies of all documentation currently in possession of the RDS pertinent to all RSS related trainings, including which individuals are assigned to all job roles in the RDS. This documentation should include the individuals' contact information, which role(s) they have been trained to function in, and when and where their training took place. Other required information to be included in this submission is any and all licenses and/or certifications for the individual that may be useful to them as a part of the RDS team.
9. In conjunction with the PHA 2 EP Coordinator, recruit agencies, organizations, and business to become closed PODs and recruit personnel and/or volunteers to operate public PODs.

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10. Expend the Grant funds before the Grant deadline of April 30, 2014.
11. Provide a written report to the State SNS Coordinator on the status of the grant funds to include: items purchased and received, anticipated purchases, expectation of spending all grant funds before grant deadline. Reports are due to the State SNS Coordinator on December 1, 2013, February 1, 2014, April 1, 2014, and June 1, 2014.
12. Contact program director before purchasing ANY electronic items. Items that are purchased without the program director's approval will not be reimbursed.
13. Submit invoices for payment to Center for Emergency Preparedness Business Manager by June 29, 2014.

#### Section 1: Payment to Sub-Recipient

In full consideration for providing the above described services in accordance with this agreement, the Department agrees to pay Sub-Recipient as follows:

1. After execution of this Grant, the Department shall periodically reimburse the Sub-Recipient for costs incurred performing this Grant upon submission of an invoice detailing actual expenditures supported by documentation in accordance with the attached budget.
2. Under no circumstances shall the maximum amount payable under this Grant exceed \$10,000.00 for the Grant period.
3. Specific documentation of expenditures incurred by the Sub-Recipient or their Sub-Grantees (qualifying entities under the sub-grant to the Sub-Recipient using Grant funds) must be maintained by the Sub-Recipient but is not required to be presented to the Department. This original documentation is subject to audit and shall be maintained by the Sub-Recipient and submitted upon request.
4. Payment is contingent upon the receipt of ALL required documentation for previous and current grant awards.

#### Performance Reporting

The Sub-Recipient agrees to provide a performance report to the Department on the dates listed above in number 11 of "The Sub-Recipient shall".

#### Period of Availability

The Sub-Recipient may charge to the Grant only allowable costs resulting from obligations incurred during the funding period and any pre-award costs authorized by the Federal awarding agency. Obligations are defined as the amounts of orders placed, contracts and sub-grants awarded, goods and services received, and similar

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transactions during a given period that will require payment by the Sub-Recipient during the same or a future period.

The Sub-Recipient agrees to liquidate all obligations under this Grant within 60 days of the termination date of the Grant.

#### Monitoring

The Sub-Recipient is aware that the Department has the right to conduct monitoring activities for projects funded under this Grant.

#### Section 2: Agreement Terms and Modifications

The term of this Grant shall be for nine (9) months beginning August 1, 2013 and ending April 30, 2014 or when the services provided under this Grant equal the total amount as specified in Section 1, above, whichever occurs first. This Grant may be amended only by mutual agreement in writing and signed by Department and Sub-Recipient and processed through and approved by all necessary authorities.

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that under the Alabama Department of Finance Fiscal Policies and Procedures Manual, all invoices or other demands for payment hereunder by the Department to the State Comptroller which extend beyond the end of a fiscal year do not encumber funds past that fiscal year and must be received before the end of the Department of Finance thirteenth accounting period. Likewise, Federal grant accounting procedures require that the Department make a final report to the funding agency within ninety (90) days from the ending date of the Federal grant.

So that the Department can comply with State and Federal rules, for purposes of this Grant, all invoices or demands for payment made by Sub-Recipient to the Department must be received by the Department by **June 29, 2014**. Invoices or demands for payment received after that date for work and labor performed within the fiscal or grant year cannot be paid and are forfeited.

DISCRIMINATION CLAUSE. Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Grant by giving thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this Grant is to be

made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

**TERMINATION CLAUSE.** This Grant may be terminated by either party by giving thirty (30) days written notice to the other party.

**AMENDMENT CLAUSE.** This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

**STANDARD OF PRACTICE CLAUSE.** Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

**ASSIGNMENT CLAUSE.** The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

**ENTIRE AGREEMENT CLAUSE.** This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

**SEVERABILITY CLAUSE.** Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

**HEADINGS CLAUSE.** Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

**DO NOT WORK CLAUSE.** Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

**EMERGENCY CANCELLATION CLAUSE.** Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

**FINANCIAL NECESSITY CLAUSE.** All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant

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may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

**TOBACCO SMOKE CLAUSE.** Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act. The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

**LOBBYING CLAUSE.** The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant, contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering

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into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

**DEBARMENT, SUSPENSION CLAUSE.** For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

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clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--  
Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**RECORD RETENTION.** The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

**AVAILABILITY OF FINANCIAL STATEMENTS.** All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

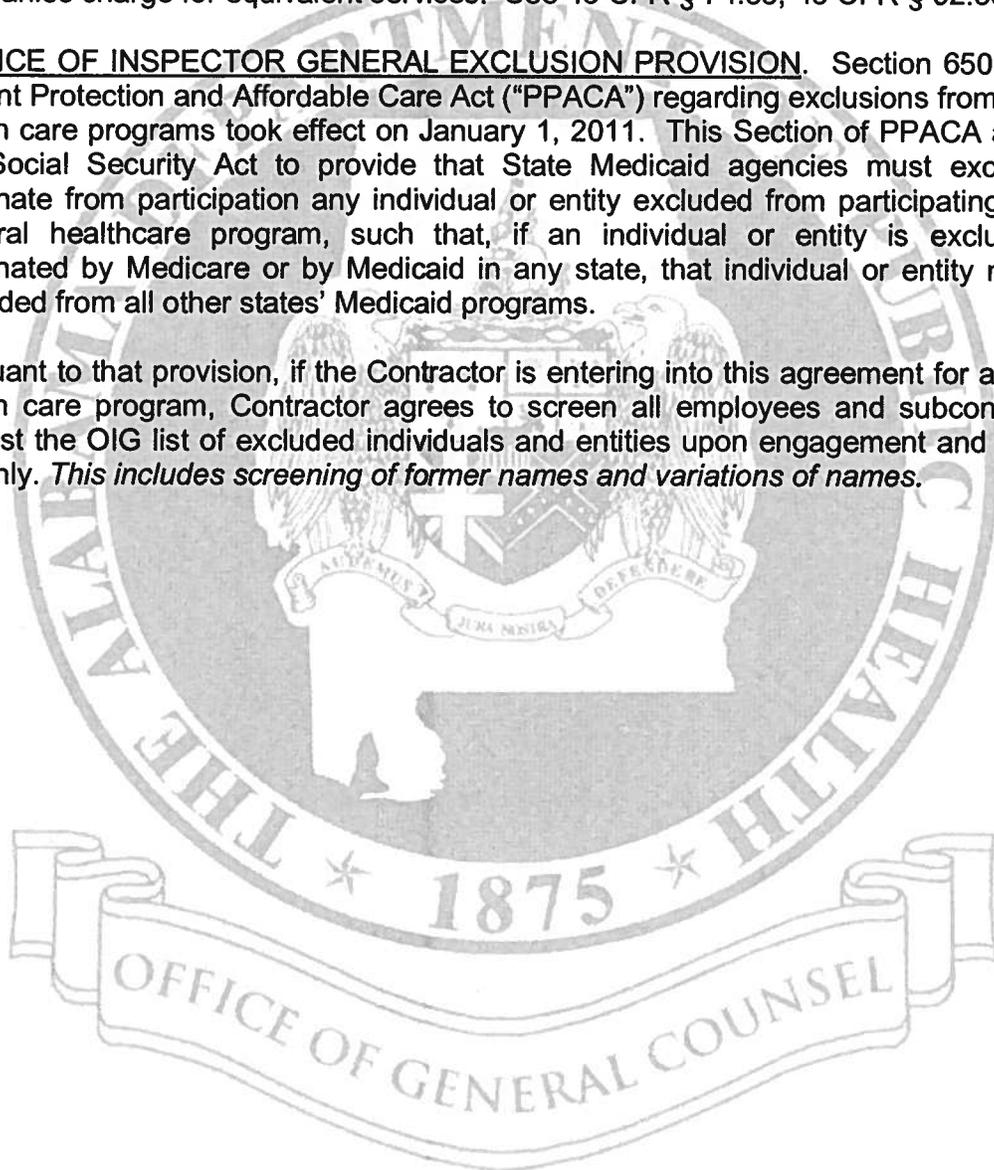
**EQUIPMENT.** Equipment purchased with this grant that is no longer needed for the original program may be sold or retained by the sub-recipient if said equipment has a current per-unit fair market value of less than \$5,000. If the current per-unit fair market value exceeds \$5,000, the Department reserves the right to direct said equipment to be transferred to the possession of the Department or an eligible third party; if not so directed, the sub-recipient may retain or sell the equipment, but must compensate the Department for the percentage of the current fair market value attributable to the grant. See 45 CFR § 74.34; 45 CFR § 92.32.

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**SUPPLIES.** Supplies purchased with this grant having an aggregate value exceeding \$5,000 and that are unused after the grant project's completion or termination may be sold or retained by the sub-recipient with no further obligation to the Department so long as sub-recipient compensates the Department for the percentage of the current fair market value attributable to the grant. Sub-recipient shall not use supplies purchased using this grant to supply services to nonfederal organizations for a fee less than private companies charge for equivalent services. See 45 CFR § 74.35; 45 CFR § 92.33.

**OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION.** Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

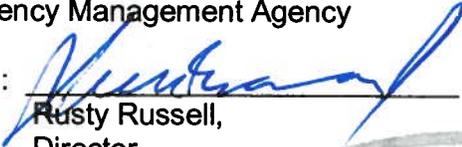
Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*



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Sub-Recipient:  
Huntsville-Madison County  
Emergency Management Agency

Alabama Department of Public Health  
*This Grant has been reviewed as to content*

Signed:   
Rusty Russell,  
Director

Signed: \_\_\_\_\_  
Robert A. Mullins,  
Director of Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:  
320 Fountain Circle  
Huntsville, AL 35204-4240

APPROVED:  
Alabama Department of Public Health

Telephone: 256-427-5130  
Fax:

Signed: \_\_\_\_\_  
Donald E. Williamson, M.D.  
State Health Officer

*Sub-Recipient please type or print your  
email address*

Date: \_\_\_\_\_

Social Security or FEIN: 63-6001296

